

**FOURTH INTERGOVERNMENTAL AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
BETWEEN
THE PORT GAMBLE S'KLALLAM TRIBE AND THE WASHINGTON STATE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

PREAMBLE

The Port Gamble S'Klallam Tribe (Tribe) and the Washington State Department of Social and Health Services, (Department) signed their first Intergovernmental Agreement for Temporary Assistance for Needy Families on October 7, 1998 to transfer State Maintenance of Effort funds and to work in partnership to coordinate state and tribal benefits and services. The Tribe and the Department signed their second and third Agreements on October 3, 2001 and September 28, 2004 respectively.

The Port Gamble S'Klallam Tribe has approval from the United States Department of Health and Human Services (hereinafter DHHS) to continue administration of their Tribal Family Assistance Plan for an additional three years. The Port Gamble S'Klallam Tribe and the Department have negotiated this fourth Intergovernmental Agreement.

1. AUTHORITY

THIS AGREEMENT is entered into between the Port Gamble S'Klallam Tribe (hereinafter the Tribe) and the Washington State Department of Social and Health Services, (hereinafter the Department) pursuant to their respective governmental authorities. The Port Gamble S'Klallam Tribe's Tribal Council is authorized to enter into this Agreement under Article IV, Section 1 of the Tribe's Constitution. The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.08A.040 authorizes the State to coordinate and cooperate with eligible Indian tribes that elect to operate a Tribal TANF Program as provided for in Pub. L. 104-193 and 109-171 and to transfer a fair and equitable share of maintenance of effort funds (MOE) to the eligible Indian tribe. The Tribe and the Department desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

The Tribe and the Department recognize that the Tribe has a compelling interest as a sovereign Tribe in promoting and maintaining the governmental and cultural integrity of the Tribe. The parties recognize their respective sovereignty and enter

into this Agreement consistent with the government-to-government relationships affirmed by the Centennial Accord of 1989.

Section 412 of the Social Security Act requires payment of federal TANF funds to Indian Tribes with approved TANF plans. The Tribe will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population. The parties recognize that their ability to serve TANF families shall be enhanced with the existing process and procedures for the transfer and exchange of services. Coordinating the regular exchange of information about identified cases between the Tribe and the Department shall assist in ensuring that tribal families receive uninterrupted services.

2. PURPOSE

The Tribe and the Department enter into this Agreement to transfer a fair and equitable amount of state maintenance of effort funds (MOE funds) to the Tribe and to work in partnership to coordinate state and tribal benefits and services. This Agreement is consistent with, and is intended to further, the declared national policy of moving recipients into work and time-limited assistance. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained from the resources available to both the Tribe and the Department. The parties recognize that their ability to serve TANF families will be enhanced with the establishment of a process and procedure for the transfer and exchange of services.

3. DEFINITIONS

The Tribe and the Department agree for the purposes of this Agreement to the following definitions:

- 1) Federal and State MOE Requirements (MOE Requirement): All federal and state laws and regulations that pertain to a State's ability to classify funds as Maintenance of Effort (MOE). These requirements include, but are not limited to: 42 USC 601(a), 45 CFR 260.20, 42 USC 609(a)(7), 45 CFR part 263, RCW 74.08A.040, OMB Circulars A-87 and A-133, and 45 CFR 92.
- 2) Retrocession: The process by which an Indian Tribe voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate or spend previously awarded state and federal funds before that authority otherwise expires.
- 3) State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Depending upon whether a State meets certain TANF program requirements, the required minimum level of State MOE

spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs.

- 4) TANF (Temporary Assistance for Needy Families): a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) (Pub. L. 104-193), reauthorized under the Deficit Reduction Act of 2005 (DRA) (Pub. L. 109-171), and codified in title IV-A of the Social Security Act operated by states and Indian Tribes to provide financial assistance and employment and training services to eligible, needy families.
- 5) TFAP (Tribal Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
- 6) Tribal TANF Program: Means a TANF program developed by an eligible Indian tribe, or consortium of tribes, and approved by the Administration for Children and Families under Section 412 of the Social Security Act.
- 7) WorkFirst: The state's welfare reform program which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.

4. THE DEPARTMENT AND THE TRIBE AGREE TO THE FOLLOWING

The Tribe and the Department engaged in negotiations to determine the:

- 1) Data that would be submitted by the Department to the United States Department of Health and Human Services (hereinafter HHS), from which HHS would determine the Tribe's federal TANF grant amount,
- 2) Amount of State MOE funds and other monetary and non-monetary enhancement that would be provided by the Department to assist the Tribe's TANF program,
- 3) Requirements for the use and reporting on state MOE funds,
- 4) Terms of a data share agreement, and
- 5) Measures of success for the Tribe's TANF program.

5. TFAP AND SERVICE POPULATION

The Tribe has an approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective from 10/1/2007 to 9/30/2010. The Tribe and the Department determined that there were 125 Indian families receiving AFDC public assistance benefits in 1994, based on the Tribe's identified service area and population. Consistent with its TFAP, the Tribe will serve all American Indian families within the Port Gamble S'Klallam Reservation and enrolled Port Gamble S'Klallam Tribal members residing in Kitsap County.

The Tribe has received federal approval of their TFAP indicating that they have complied with the requirements of the federal policy (TANF-ACF-PI-05-03, May 11, 2005 Program Instruction) relating to serving Indian families on or near the reservation service areas, including the policy provisions relating to notification of

other Tribes with overlapping near reservation areas. If there is a change to the Tribe's service population under their federal TFAP and associated federal funding, the Tribe will notify the Department. The Department will adjust the State funds and the Intergovernmental Agreement with the Tribe accordingly to reflect these changes.

6. TRANSFER OF STATE FUNDING

Subject to availability of state MOE funds, the Department agrees to transfer to the Tribe in the first year of this Agreement, 10/1/2007 to 9/30/2008, \$487,710 in state MOE funds, for year two, 10/1/2008 to 9/30/2009 a total of \$487,710, for year three, 10/1/2009 to 9/30/2010, a total of \$487,710. Included within the annual state funding stated above, the Department agrees to pay to the Tribe enhanced funding for Unique Needs of \$221,000 for each year of the Agreement. The total financial commitment during the three years of the Agreement is \$1,463,130 in state funds.

The Department agrees to pay the annual MOE amounts to the Tribe in quarterly payments after the receipt and acceptance by the Department of the properly completed A-19 Invoice Voucher and the required reports under Section 8. The Department agrees to timely review submitted reports and timely inform the Tribe regarding any missing information or documentation. Payments will be made in accordance with the State MOE Payment and Reporting Schedule, Exhibit A, attached and incorporated.

7. EXPENDITURE OF STATE MOE FUNDS

The Tribe agrees to spend all funds received under this Agreement consistent with applicable federal and state MOE requirements. The Tribe shall comply with all applicable federal and state laws and regulations and OMB circulars governing the use of state MOE funds. MOE funds must be spent on eligible families and for the four allowable TANF purposes. The four TANF purposes are listed in law at 42 USC 601(a) and regulation at 45 CFR 260.20. The law and regulations defining federal and state MOE requirements are 42 USC Section 609(a)(7), 45 CFR 263, RCW 74.08A.040, and any future State regulations adopted under RCW 74.08A.040. In addition to following these provisions, the Tribe must also comply with the federal Office of Management and Budget (OMB) Circulars A-87 and A-133 and 45 CFR 92.

8. REPORTING ON THE USE OF STATE MOE FUNDS AND CASELOAD

The Tribe agrees to provide timely and complete reports regarding its expenditure of State MOE funds to the Department according to the State MOE Payment and Reporting Schedule, Exhibit A. The Department agrees to timely review submitted reports and timely inform the Tribe regarding any missing information or documentation.

MOE reports from the Tribe are mandatory to meet state reporting requirements regarding the use of State MOE funds, as outlined in the November 27, 2000 TANF Policy Announcement (TANF-ACF-PA-00-4) issued by the United States HHS, and incorporated by reference.

The Tribe and Department have agreed to the following mechanism (the reporting forms) to enable the Department to determine quarterly how the Tribe has used the State's MOE funds and the number of eligible families served with these funds. To assist with this process, two MOE reporting forms have been developed:

- 1) # WA -TT-01 Tribal TANF State of Washington Tribal Quarterly Report, attached and incorporated as Exhibit B.
- 2) #102-477 Financial Reporting Form, attached and incorporated as Exhibit C.

The two MOE reporting forms and A-19 voucher will be completed by the Tribe and submitted to the Department on a quarterly basis, no later than 35 calendar days after the end of the quarter based on the Federal Fiscal Year (by February 5, May 5, August 5, and November 5).

Any funds received by the Tribe under this Agreement shall remain subject to the reporting requirements of this section at all times, notwithstanding the termination, withholding, reduction, or conclusion of the funding period provided under this Agreement. To the extent that the Tribe retains and spends any funds subsequent to the termination or conclusion of the funding period under this Agreement, the Tribe shall submit all required reports no later than 35 days after the end of the calendar quarter in which State MOE funds are expended.

9. RECONCILIATION

The Tribe and the Department will negotiate a quarterly reconciliation process and methodology for eligible Tribal TANF families identified in the Tribe's federally approved Tribal TANF Plan that are served by the Department during the Agreement period. Any needed adjustments for clients who refuse to go to the tribal TANF program and will subsequently be served by the State TANF program will be made to each quarterly payment.

10. INCORPORATION OF GENERAL TERMS AND CONDITIONS

This Agreement incorporates the current and future Indian Tribe and DSHS Agreement on General Terms and Conditions entered into by the Department and the Tribe by reference. To the extent that this Agreement may conflict with the terms contained within the Indian Tribe and DSHS Agreement on General Terms and Conditions, the terms contained within this Agreement control.

11. MEASURES OF SUCCESS

The Tribe and the Department have agreed to the measures that the Tribe will report to the Department. The measures of success are listed below.

To report measures of success, the Tribe will complete and submit quarterly to the Department reporting form, "WA-TT-PGST-01", which is attached and incorporated as "Attachment D". The "WA-TT-PGST-01" reporting form will be submitted within 35 days after the end of each quarter of the federal fiscal year – i.e. by November 5th, February 5th, May 5th, and August 5th.

The measures of success are as follows:

- 1) Work Participation Rate: The Tribe will meet or exceed the annual work participation rate set in the TFAP.
- 2) School Attendance: The TFAP requires that all children between the ages of 6 years to 18 years who are in a family receiving cash income assistance attend school during the public school year. The Tribe will report the monthly percentage of families with children in this age bracket (6 years to 18 years) complying with this school attendance requirement during the academic year.
- 3) The Tribe will report the number of families leaving TANF due to earnings.
- 4) The Tribe will report the number of cases engaged in WEX, OJT and Educational programs.

12. COMPLIANCE AND AUDITS

The Tribe shall comply with all applicable federal and state laws and regulations governing the use of federal and state MOE funds and document and report that MOE funds are spent appropriately. The Tribe shall provide TANF services as described in its federally approved TFAP.

The Tribe and the Department agree the Tribe will provide a copy of the Tribal TANF Program's section of the annual federally-required A-133 Single Audit Report to the Department within thirty calendar days of the Tribe's submission of the report to the federal government.

13. SERVICES PROVIDED UNDER THE PLAN (TFAP)

Consistent with its federally approved TFAP, the Tribe shall make the final determination of tribal membership of families applying for Tribal TANF services.

The Tribe shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

The Tribe shall provide the Department with a list and description of the current eligibility criteria for Tribal TANF services. If and when changes or revisions of such eligibility occur, the Tribe shall promptly inform the Department of these changes or revisions.

If the Tribe requests an amendment to its TFAP which would have a significant financial impact on the Department, the Tribe shall also notify the Department of such request and provide a copy of the proposed amendment. The Tribe and the Department shall negotiate and reach agreement regarding any amendments to the TFAP, which would have an impact on this Agreement before the Tribe implements the amendment. The Tribe agrees to give the Department notice when such amendments are approved.

14. IMPLEMENTATION AGREEMENTS

The Tribe and the Department shall develop an Operating Agreement describing the working relationship between the Department of Social and Health Services Region 5 and the Tribe, including procedures for the effective transfer of cases and coordination of services that shall be performed by each party. This Operating Agreement shall also include provisions to ensure that a family receiving assistance under the Tribe's plan may not receive assistance from other state or tribal TANF programs.

The Department shall work in cooperation with the Tribe to provide Tribal TANF recipients with access to Basic Food (Food Stamps), Medical Assistance, and Working Connections Child Care benefits for all recipients who meet the state's eligibility criteria. Child care policy is now set by the new Department of Early Learning (DEL) which is a separate agency from DSHS.

To provide for the transfer of information on tribal family cases and for the ongoing coordination of services for these families, the Department and the Tribe will sign a data share agreement as a condition of receiving State MOE funds under this Agreement.

15. LIABILITY OF TRIBE FOR FAILURE TO COMPLY WITH FEDERAL AND STATE MOE REQUIREMENTS

Where the Tribe expends funds in a manner inconsistent with applicable federal and state MOE requirements or cannot demonstrate that it spent funds consistent with State MOE requirements, the Tribe shall be liable to the Department in an amount equal to such funds as were improperly expended or are unaccounted for.

16. FUNDING REMEDIES

The Department maintains the authority to withhold the funding under this Agreement for cause.

The Department shall provide the Tribe with 45 calendar days advance written notice clearly articulating the reason(s) the Department intends to withhold funds. No funds will be withheld without 45 days written notice.

Within the 45 day notice period, the Tribe shall submit an acceptable corrective action plan. If the Tribe fails to submit an acceptable corrective action plan, within the notice period, the Department will withhold funds from the subsequent quarter's funding until the Tribe has complied with the action necessary to cure the noncompliance.

If the Tribe wishes to contest the Department's stated reason(s) to withhold funds, it may do so by utilizing the dispute resolution process described in Section 17. During the dispute resolution process, the Department retains the authority to withhold the funds, after the 45 day notice period expires.

For cause includes:

- 1) The Tribe does not provide the Department with reports required under this Agreement in a timely fashion;
- 2) Reports provided by the Tribe lack required information;
- 3) The Department has a credible basis to believe that the Tribe is spending or has spent funds provided under this Agreement inconsistent with applicable federal and state MOE requirements;
- 5) An A-133 audit or federal site visit concludes that the Tribe is either misusing federal funds, cannot properly document that expenditures were proper, or is out of compliance with federal TANF requirements; or
- 6) The Tribe does not comply with the terms and conditions of this Agreement.

17. DISPUTE RESOLUTION

The Tribe and the Department agree to resolve disputes that arise as follows:

- 1) The Tribe and the Department shall attempt to resolve the matter through informal discussions and negotiations.

- 2) If informal discussions prove unsuccessful, the Department and the Tribe agree to refer the matter to non-binding mediation. Either party may request that a matter be submitted to a mediator to assist in resolving a dispute. The mediator shall be jointly selected and shall be approved by the Department and the Tribe. The cost shall be born equally by the Department and the Tribe.
- 3) If mediation does not resolve the dispute, then the parties agree to submit their dispute to a Dispute Resolution Board. The Dispute Resolution Board shall consist of three (3) individuals, one (1) selected by the Department, one (1) selected by the Tribe and a third party to be chosen by the first two. The Dispute Resolution Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Dispute Resolution Board shall be final and binding on both parties.

18. AMENDMENT, WAIVER AND TERMINATION

This Agreement or any provision may be altered, amended, or waived by written agreement signed by both parties.

The funding under this Agreement is for three years, but is subject to any additional restrictions, limitations, or conditions imposed by state or federal laws or regulations during this time. Payments are subject to the availability of adequate federal and state MOE funds.

If there are changes to the federal or state TANF legislation, regulation, or funding structure that impacts either party, each reserves the right to terminate the funding and renegotiate this Agreement. The Department agrees to notify the Tribe as early as possible of any potential funding or other issues that may require termination of this Agreement.

This Agreement incorporates the Indian Tribe and DSHS Agreement Regarding General Terms and Conditions by reference, including but is not limited to, the provisions for Termination of this Agreement.

For this Agreement, either party may terminate the Agreement by giving the other party forty-five (45) calendar days' written notice.

Termination under this Agreement is the termination of funding, which means the Department's obligation to provide future payments of state MOE funds under Exhibit A and the Tribe's obligation to provide services with the future MOE funds.

This section applies if the Tribe continues to receive federal funding and operate a Tribal TANF Program. If the Tribe terminates both federal and state funding and their entire Tribal TANF Program, then it is a retrocession covered under Section 20.

19. FUNDS REMAINING AFTER THE CONCLUSION OR TERMINATION OF THE FUNDING PERIOD

If State MOE funds provided under this Agreement remain unspent at the conclusion or termination of the funding period and the Tribe continues to operate a Tribal TANF Program, the Tribe must continue to abide by all other terms of this Agreement. The Tribe must continue to spend MOE appropriately under all applicable federal and state MOE requirements and to report on these expenditures until all MOE funds are expended, or the Tribe must return the unspent funds to the Department within 45 calendar days of the termination of this Agreement, unless waived by the Department.

This Agreement shall remain enforceable until the last A-133 audit of the funding provided under this Agreement either has no findings or all findings are satisfactorily resolved.

20. RETROCESSION


If the Tribe chooses to retrocede its Tribal TANF program prior to the end of its three-year plan, it agrees to provide the Department with notification at the same time that it notifies the Secretary of HHS as provided under federal regulations. All future scheduled State MOE payments shall be discontinued and any State MOE funds not expended or obligated on Tribal TANF activities as of the retrocession date shall be returned to the Department within forty-five (45) calendar days of the retrocession date.

21. PERIOD OF FUNDING AND ENFORCEMENT

The funding period under this Agreement shall be from 10/1/2007 to 9/30/2010, unless otherwise extended or terminated under this Agreement.

22. EXECUTION

The following in their representative capacities hereby approves this Agreement.



Ronald Charles
Chairman
Port Gamble S'Klallam Tribe

Date July 12, 2007




Robin Arnold-Williams

Secretary

Department of Social & Health Services

Date 7/26/07



Sam Senn

Acting Assistant Secretary

Economic Services Administration

Date 7/24/07

Exhibits:

- A – State MOE payment and reporting Schedule
- B - WA-TT-01 Tribal TANF State of Washington Tribal Quarterly Report
- C – 102-477 Financial Reporting Form
- D – Measures of Success Reporting Form

Port Gamble S'Klallam Tribe Tribal TANF Program

State of Washington Quarterly Report On Measures of Success

Reporting Period: _____

MEASURES OF SUCCESS	
<u>Work Participation Rate</u> : The Tribe will meet or exceed the annual work participation rate set in the TFAP.	%_____
<u>School Attendance</u> : The TFAP requires that all children between the ages of 6 years to 18 years who are in a family receiving cash income assistance attend school during the public school year. The Tribe will report the monthly percentage of families with children in this age bracket (6 years to 18 years) complying with this school attendance requirement during the academic year.	%_____
The Tribe will report the number of families leaving TANF due to earnings.	%_____
The Tribe will report the number of cases engaged in WEX, OJT and Educational Programs.	%_____

TRIBAL TANF

EXHIBIT B

STATE OF WASHINGTON TRIBAL QUARTERLY REPORT

TRIBE'S NAME _____

CURRENT QUARTER ENDING DATE _____

CASELOAD COUNT FOR THIS QUARTER:

ALL CASES

MONTHLY CASE COUNT

UNDULICATED CASE COUNT (Optional)

CHILD ONLY CASES

MONTHLY CASE COUNT

UNDULICATED CASE COUNT (Optional)

SINGLE PARENT CASES

MONTHLY CASE COUNT

UNDULICATED CASE COUNT (Optional)

TWO PARENT CASES

MONTHLY CASE COUNT

UNDULICATED CASE COUNT (Optional)

MONTH OF QUARTER

1ST

2ND

3RD

STATE MOE FUNDING & EXPENDITURE DATA

FOR THIS CURRENT QUARTER:

STATE FUNDS TRANSFERRED TO TRIBE

STATE FUNDS EXPENDED BY TRIBE

SINCE INCEPTION OF THE CURRENT STATE TRIBAL AGREEMENT:

STATE FUNDS TRANSFERRED TO TRIBE

STATE FUNDS EXPENDED BY TRIBE

Tribal Temporary Assistance for Needy Families (TANF) ACF - 102-477 Financial Report 12g

OMB Control No. 1076-0135
Exp. Date: 1/26/2006

TRIBE NAME		FISCAL YEAR		FISCAL YEAR ENDING DATE		Employer ID Number (EIN)	
GRANT DOCUMENT NUMBER (GIA)							
REPORTING ITEMS		(A) FEDERAL TFAF FUNDS		(B) TRIBAL FUNDS (OPTIONAL)*		(C) STATE CONTRIBUTED MOE FUNDS (OPTIONAL)	
1. TOTAL AWARDED		\$		\$		\$	
2. CASH ASSISTANCE		\$		\$		\$	
3. OTHER ASSISTANCE EXPENDITURES		\$		\$		\$	
4. TOTAL NON-ASSISTANCE EXPENDITURES		\$		\$		\$	
5. ADMINISTRATION		\$		\$		\$	
6. SYSTEMS		\$		\$		\$	
7. OTHER EXPENDITURES		\$		\$		\$	
8. TRIBAL REPLACEMENT FUNDS		\$		\$		\$	
9. FEDERAL UNLIQUIDATED OBLIGATIONS		\$		\$		\$	
THIS IS TO CERTIFY THAT THE INFORMATION REPORTED ON ALL PARTS OF THIS FORM IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE							
SIGNATURE: AUTHORIZED TRIBAL OFFICIAL		SUBMITTAL: <input type="checkbox"/> NEW <input type="checkbox"/> REVISED		TYPED NAME, TITLE, AGENCY NAME			
DATE SUBMITTED:							
<small>*Tribes must fill in Column (B) if it is subject to a partial and corresponding reduction in the Tribal Family Assistance Grant (TFAF).</small>							
Data for lines 10 to 12 will be completed by the Federal Awarding Agency							
REPORTING ITEMS		(A) FEDERAL TFAF FUNDS		(B) TRIBAL FUNDS (OPTIONAL)*		(C) STATE CONTRIBUTED MOE FUNDS (OPTIONAL)	
10. TOTAL EXPENDITURES ON ASSISTANCE		\$		\$		\$	
11. TOTAL EXPENDITURES		\$		\$		\$	
12. FEDERAL UNOBLIGATED BALANCES		\$		\$		\$	

Optional
No Response Necessary

PORT GAMBLE TRIBAL TANF PROGRAM**STATE MOE PAYMENT SCHEDULE****AGREEMENT DATE: OCTOBER 1, 2007 - SEPTEMBER 30, 2010****EXHIBIT A**STATE FUNDS

OCT. 1, 2007 - DEC. 31, 2007	\$121,927.50
JAN. 1 - MAR 31, 2008	\$121,927.50
APRIL - JUNE 30, 2008	\$121,927.50
JULY 1- SEPT. 30, 2008	\$121,927.50
OCT. 1 - DEC. 31, 2008	\$121,927.50
JAN. 1 - MAR 31, 2009	\$121,927.50
APRIL - JUNE 30, 2009	\$121,927.50
JULY 1- SEPT. 30, 2009	\$121,927.50
OCT. 1 - DEC. 31, 2009	\$121,927.50
JAN. 1 - MAR 31, 2010	\$121,927.50
APRIL - JUNE 30, 2010	\$121,927.50
JULY 1- SEPT. 30, 2010	\$121,927.50

MAXIMUM AVAILABLE FOR THREE YEARS OF PAYMENTS**\$1,463,130**

Barber